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April 27, 1988

United States Department of Justice
Civil Division
Room 3143
10th and Constitution Avenue
Washington, D.C. 20530

Attention: Assistant Attorney General

Re: Breen v. Brush Wellman Inc., et al.

Dear Sir:

As you know, we are counsel to Brush Wellman Inc. ("Brush"), an Ohio corporation headquartered in Cleveland, Ohio, formerly known as the Brush Beryllium Company. The purpose of this letter is to provide notice to the United States Government and its pertinent departments and/or agencies of an action filed against Brush arising out of Brush's performance of Atomic Energy Commission Contract No. AT(30-1)-541, and to make demand upon the United States and the pertinent department and/or agencies, to defend, indemnify and hold Brush harmless in that action.

In 1984, Brush Wellman Inc. ("Brush") was served with a complaint in an action filed by Joseph Breen in 1983. In addition to Brush, Cabot Berylco (formerly The Beryllium Corp. or Kawecki Berylco), Coors Porcelain Co., National Beryllia Corp. ("NBC"), Permag and GTE were named as defendants. Permag and GTE have since been dismissed.

Mr. Breen alleges, among other things, that he has contracted chronic beryllium disease from exposures he had to beryllium oxide at NBC (about 1960-1961, 1962-1965) and at Varian Associates (1979-1981). We have been pursuing discovery

and learned only recently that his work with beryllium oxide at NBC during the early 1960's may have been on the Atomic Energy Commission projects including the atomic nuclear propelled plane ("ANP") project.

As set forth in that Contract No. AT(30-1)-541, the government is required to indemnify Brush for:

Costs and expenses of litigation by, against, or otherwise with, third parties arising out of performance of this contract, including judgments and court costs, reasonable attorneys' fees for private counsel when the Government does not furnish Government counsel, settlements made with the approval of the Commission, and allowances rendered or awarded in connection with suits for wages, overtime or salaries.

Brush, of course, stands ready to offer its full assistance to the government in the defense of this action and discharge its responsibilities fully under any provisions of the contract which might be applicable in these circumstances. As you know, we have been working with Robin Henderson on other matters.

At this point, the issue of Mr. Breen's work on AEC projects is not entirely clear, but we are pursuing it. We thought it advisable, however, to notify the government now rather than postpone the notification until the issue is fully developed. Please advise us if you will be assuming responsibility for the defense of this action. It is likely that the trial of this matter will be set in June, 1988.

We are enclosing copies of the complaint and amended complaint with this letter. Since we have provided a copy of the contract to you on a prior occasion, we are not enclosing another copy, but will do so if you request. If you wish to receive any further pleadings, depositions and so forth, please advise us.

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Until we hear further from you, we will continue our work and will keep you informed of any further developments as it relates to this claim.

Sincerely,

A handwritten signature in cursive script that reads "Janet L. Miller". The signature is written in dark ink and is positioned above the typed name.

Janet L. Miller

Enclosures

cc: Peter Nova, Esq.
John M. Newman, Jr., Esq.
John Pallan, Esq.
Patrick M. McLaughlin, Esq.
Robin Henderson, Esq.
Michelle Reynolds, Esq.